

**INVITATION FOR BID FOR TIMBER SALE AT
MARINE CORPS BASE, CAMP LEJEUNE, NORTH CAROLINA**

N40085-15-RP-00132

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I. SOLICITATION, OFFER & AWARD

A. Invitation for Bids (IFB): Sealed bids will be received for purchase and removal of Timber located on Marine Corps Base, Camp Lejeune, North Carolina, until July 22, 2015 at 2:00pm at which time they will be opened at the office of the Officer In Charge of Construction Marine Corp Installation East and read by the Real Estate Contracting Officer (RECO). This is a pay-as-cut timber sale with a firm-fixed unit price.

1. All questions concerning the specifications occurring prior to bid opening shall be presented to NAVFAC MIDLANT Real Estate Contracting Officer, AM13, telephone (757) 341-1996. Questions requiring interpretation of specifications must be submitted at least ten (10) days before bid opening. Interpretations or modifications to specifications made as a result of questions will be made by amendment by a Real Estate Contracting Officer (RECO) only, and unless so done, all bidders should base their bids on the plate and specifications as issued.

B. General Description of Work: The work shall be located at the Marine Corps Base, Camp Lejeune, North Carolina. All labor, materials and/or equipment necessary for the completion of the contract including loading, shall be furnished by the Purchaser.

1. INTENTION: This is a pay-as-cut timber sale designed to expedite the harvest of timber for construction projects and silvicultural work with a short completion time and/or logistical difficulties due to location or training conflicts. Projects containing over 1000 tons of merchantable timber, offered to Purchaser, must be harvested. Projects containing less than 1000 tons of merchantable timber may be harvested at the discretion of the Purchaser. Purchaser has 21 days from the date of being offered a project to begin harvesting.

Pay-as-cut timber sale definition: Timber is sold to the bidder with the highest unit prices. Only performance bond has to be paid before cutting begins. Timber buyer pays only for the trees harvested. Payment for timber is made as cutting progresses. Payment owed is determined by multiplying mill weight tickets by appropriate unit prices.

2. QUANTITIES: Bids shall be submitted, in duplicate, on Standard Form 114-B, based upon the following **estimated** quantities:

| Classification of Work | Estimated Quantities | Unit Price | Total Price |
|------------------------|----------------------|------------|-------------|
| Pine Saw Timber | 10000 Tons | \$_____ | \$_____ |
| Pine Chip and Saw | 10000 Tons | \$_____ | \$_____ |
| Pine Pulpwood | 10000 Tons | \$_____ | \$_____ |
| Hardwood Pulpwood | 1000 Tons | \$_____ | \$_____ |
| Hardwood Saw Timber | 1000 Tons | \$_____ | \$_____ |
| Pine and Hardwood Chip | 1000 Tons | \$_____ | \$_____ |
| GRAND TOTAL | | | \$_____ |

UNIT PRICES MUST MEET OR EXCEED THE GOVERNMENT ESTIMATE UNIT PRICE FOR EACH PRODUCT. A BIDDER'S UNIT PRICE THAT IS LESS THAN THE GOVERNMENT ESTIMATE UNIT PRICE FOR ONE OR MORE PRODUCT WILL RESULT IN THE BIDDER'S ENTIRE BID BEING REJECTED, REGARDLESS OF THEIR OTHER UNIT PRICES, TOTAL PRICES OR GRAND TOTAL.

The unit prices will be multiplied by the corresponding estimated quantities to determine a total price for each product. All total prices will then be added and the bidder with the highest grand total will be the winner, provided the bidder's unit price meets or exceeds the government estimate unit price for each and every product.

THE FOREGOING ESTIMATED VOLUMES ARE NOT GUARANTEED. THERE MAY BE SIGNIFICANTLY MORE OR LESS VOLUME HARVESTED, DEPENDING ON THE NUMBER OF PROJECTS THAT ARE HARVESTED DURING THE CONTRACT PERIOD.

3. LOAD TICKETS: The Purchaser shall maintain at the loading point a supply of load trip tickets, which will be provided by the purchaser. The 3-part tickets shall be filled out at the loading point for each and every load of logs or wood removed from the sale area. The "Truck's" copy is to be retained by the truck driver as evidence of authority to transport Navy forest products from the installation. The "Producer's" copy is to be retained, in the booklets, at the loading point and will be collected by the Government Technical Representative. The "File" Copy is to be

retained by the purchaser. Load tickets that are missing can be tallied at the weight of the largest load ticket for the sale and as any product, as determined at the discretion of the Government Technical Representative. Each load ticket will include tract, date, time, species, product, hauler, and destination. Load tickets must be completed before each load departs from the deck.

4. **PAYMENT:** Payments will be calculated using Purchaser's product unit prices multiplied by weights determined from mill tickets. Mill tickets will be matched and verified with corresponding load tickets. Mill tickets will be provided by Purchaser, for matching, weekly or at an interval determined by the Government Technical Representative. Payment(s) for harvested timber will be made at an interval determined by the Government Technical Representative. Payment intervals will be based on performance, amount outstanding and budget requirements. Payments shall be made by certified check, cashier's check, bank draft, postal or express money order, payable to the Treasurer of the United States. Failure to remit requested payments within 14 days, will result in a stop work order for all work being done under this Contract. No time lost due to such stop-order shall be made the subject of a claim for the time extension or excess costs or damages to the Purchaser.
5. **UTILIZATION STANDARDS:** The following specifications will be used in merchandising products. Failure to merchandise timber accordingly can result in termination of this contract and loss of performance bond at the discretion of the RECO and the Government Technical Representative.

PINE SAW TIMBER

Minimum Length Log - 8 feet after first 16-foot log
Minimum Diameter Breast Height - 14 inches D.O.B
Minimum Diameter Small End - 8 inches D.I.B

PINE CHIP & SAW

Minimum Length Log- 8 feet after first 16-foot log
Minimum Diameter Breast Height- 9 inches D.O.B.
Minimum Diameter Small End- 6 inches D.I.B.

PINE PULPWOOD

Minimum Length Tree - 20 feet
Minimum Diameter Breast Height - 6 inches D.O.B Minimum Diameter Small End - 3 inches D.I.B

HARDWOOD SAW TIMBER

Minimum Log Length - 8 feet after first 16-foot log
Minimum Diameter Breast Height - 14 inches D.O.B
Minimum Diameter Small End - 10 inches D.I.B

HARDWOOD PULPWOOD

Minimum Length Tree - 20 feet

Minimum Diameter Breast Height - 6 inches D.O.B.

Minimum Diameter Small End - 4 inches D.I.B

PINE AND HARDWOOD CHIP

Trees less than 6 inches DBH, residual logging debris, and trees greater than 6 inches DBH that are un-merchantable.

*Must be chipped on site.

6. **TREES TO BE HARVESTED:** Harvest boundaries will be marked by stakes, flagging or paint. Trees outside of the harvest boundaries will not be cut. Trees will be harvested per instruction given by the Contracting Officer or the Government Technical Representative. Any disputes as to whether a tree should be harvested is subject to the decision of the RECO or the Government Technical Representative. All trees cut outside the harvest boundary shall be paid for as specified under "Unauthorized Removal of or Damage to Standing Timber," unless prior written approval is given for their removal.

C. Location, Boundaries and Maps: The location of the timber will be identified as determined by construction project requirements, hurricane/fire salvage areas, hard to access areas due to training conflicts, or as need arises.

D. Term of Contract and Time of Completion: All work in this contract shall be completed prior to July 21st, 2017. In the event work of the Purchaser is interrupted by military training or stopped by the RECO or Technical Representative for other reasons, an extension of time may be granted. Any extension must be requested in writing to the RECO prior to the expiration date of the contract. If an extension is approved, it will be given by the RECO in writing.

1. **Interruptions:** Interruptions due to military operations/activities or excessively wet soil conditions may occur during the contract period. During these occurrences, the Purchaser may be denied access to affected areas. As interruptions occur, additional time (no cost) may be negotiated, if required, to complete the contract. The additional time granted, if any, shall be determined by the RECO, but shall not be less than the time period of denied access.

E. Bids

1. Instructions for Submitting Bids:

a. Bids submissions shall include the following information:

(1) SF 114 (with middle section completed) and SF 114B

(2) Bid Security in the form of a bid bond or a cashier's check in the amount of \$25,000.00. (See Paragraph 5 below for further instructions regarding your bid deposit).

(3) Successful Purchaser will be required to provide a performance bond in \$25,000.00. Check or Irrevocable letter of Credit must be valid for two years from award date.

b. Bids are due no later than 2:00pm, July 22, 2015 and shall be submitted in a sealed envelope addressed to the Officer In Charge of Construction Marine Corp Installation East Contract Branch (c/o NAVFAC MIDLANT, Real Estate Contracting Officer) Room 20, 1005 Michael Road, Marine Corps Base, Camp Lejeune, North Carolina, 28547.

c. A potential purchaser with hand carried bids shall allow adequate time for security clearance at the gate and adequate time to reach the bid opening location from the gate. The bid opening location is Officer In Charge of Construction Marine Corp Installation East Contract Branch Room 309, 1005 Michael Road, Marine Corps Base, Camp Lejeune, North Carolina.

d. Visitor pass requests for bid opening shall be sent to Austin Powell, thomas.a.powell@usmc.mil. All visitors must pick-up visitor passes at the Main Gate Visitors Center. Anyone delivering bids must be a U.S. Citizen and possess a valid driver's license or other Government issued picture ID.

e. Bid opening will be held in Room 309 at 1005 Michael Road, Marine Corps Base, Camp Lejeune, North Carolina.

2. Amendment to Invitation for Bid:

a. If this solicitation is amended, then all terms and conditions which are not modified remain unchanged.

b. Potential Purchasers shall acknowledge receipt of any amendment to this Invitation for Bid by signing and returning the amendment; by identifying the amendment number and date in the space provided for this purpose on the form for submitting a bid; by letter; or by facsimile.

c. The Government must receive the acknowledgment of any amendment by the time and at the place specified for receipt of bids.

3. Bid Form:

a. Bids shall be prepared in accordance with the Invitation for Bid and Standard Form 114 (Sale of Government Property -- Bid and Award).

b. Bids and the receipt of acknowledgement of an amendment to this IFB, if applicable, shall be submitted in a sealed envelope or package (unless submitted by electronic means) addressed to the office specified in this solicitation, and showing the time specified for receipt, this solicitation number, and the name and address of the Purchaser.

c. Bids may be modified or withdrawn by written or telegraphic notice, if such notice is received by the time specified for receipt of bids.

d. Facsimile bids will not be considered.

e. Bids submitted by electronic commerce shall not be considered.

4. Execution of Bids: A bid executed by an attorney or agent on behalf of the Purchaser shall be accompanied by an authenticated copy of his Power of Attorney or other evidence of his authority to act on behalf of the Purchaser. If the Purchaser is a corporation, the Certificate of Corporate Bidder must be executed. If the bid is signed by the Secretary of the Corporation, the Certificate must be executed by some other officer of the corporation, under the corporate seal. In lieu of the Certificate of Corporate Bidder, you may include copies of records of the corporation that shows the official character and authority of the officer signing. These copies must be duly certified by the Secretary or Assistant Secretary, under the corporate seal, to be true copies.

5. Bid Deposit: Each bid must be accompanied by a bid bond certified check, cashier's check, or United States Post Office money order made payable to the order of the United States Treasury in the amount of \$25,000.00. Bid deposit must be in form check or Irrevocable Letter of Credit. Irrevocable Letter of Credit must be valid for two years from award date. All non-winning \$25,000.00 bid deposits will be returned in 5 days.

6. Bid Continuing Offer: All bids received shall be deemed to be continuing offers for a period of thirty (30) days following the date and time of opening of bids. Any Purchaser not having received notice of acceptance or rejection within thirty (30) days after bid opening may consider his bid rejected.
7. Acceptance of Bid: Notice by the Government of acceptance of the bid, if not personally made to the successful Purchaser or a duly authorized representative of such Purchaser, shall be deemed to have been sufficiently given when mailed to the Purchaser or his duly authorized representative at the address indicated in the Purchaser's bid submission.
8. Late Bids, Withdrawals, Modifications and Rejections: Any bid submission not containing a proper bid deposit may be rejected as non-responsive. Any bid deposit received after bid opening will be considered a late bid. If done prior to the bid opening provided in this IFB, bids may be modified or withdrawn by written notice and a bid also may be withdrawn in person by the bidder or his authorized representative, provided his identity is made known and he signs a receipt for the bid. Any bid modification which increases the amount of a bid already submitted or which submits bids on items not previously bid on must provide for an increased bid deposit.

Bids, modifications or withdrawals thereof, must be in the possession of the RECO by the time set for bid opening. Any bid, modification, or withdrawal received after the time set for bid opening will not be considered unless received by the RECO prior to award, and contains postmark certification it was mailed and in fact delivered to the address specified in this IFB in sufficient time to have been received by the RECO. In no event will hand-carried bids or withdrawals be considered if delivered to the RECO after the exact time and date set for bid opening. However, a modification which makes the terms of the otherwise successful bid more favorable to the Government will be considered at any time it is received prior to award and may be accepted.

The Government reserves the right to reject any or all bids, to waive any technical defect or informality in bids received, and to accept or reject any bid or portion thereof.

9. Bid Opening, Contents Made Public: It will be the duty of each Purchaser to deliver their bid within the time and at the place prescribed in this IFB. Bids received prior to the time of opening will be securely kept unopened until the time set for opening. At the time of the bid opening, their contents will be made public by

announcement for the information of Purchasers and others properly interested who may be present either in person or by representative.

F. Contract Award: The contract will be awarded to that responsible Purchaser whose bid conforms to the IFB and is the highest bid. Bid items must be on an “all-or-none” basis and incomplete bids may be rejected. No split or partial awards will be made. In the event of an arithmetic error between the unit price and total price, the higher price shall govern. A written award mailed (or otherwise furnished) to the successful Purchaser within the time for acceptance provided in the IFB shall be deemed to result in a binding contract without any further action by either party.

1. **Government Representative:** The RECO **may** designate a Government Technical Representative to manage all technical aspects of this contract. The Government Technical Representative may notify the Purchaser of any noncompliance with bid or contract provisions and action to be taken. Notification shall be either verbal, written, or both. The Purchaser shall, immediately after receipt of such notice, correct the unsatisfactory condition. Failure to comply shall be cause for issuance a stop-order for all or part of the work. Stop-orders are issued by the RECO. No time lost due to such stop-order shall be made the subject of a claim for a time extension or excess costs or damages to the Purchaser.

G. Performance Bond: Within ten (10) days after contract award, the successful Purchaser shall furnish a performance bond (Standard Form 25). The performance bond shall be in the amount of \$25,000.00. The bond of any surety company holding a certificate of authority from the Secretary of the Treasury as an acceptable surety on Federal bonds will be accepted. Individual sureties will be accepted if each such surety deposits with the RECO cash, bonds, or notes of the United States, or certified check drawn to the order of the US Treasurer, or an Irrevocable Letter of Credit issued by a bank or other lending institution, or such other security as the RECO may deem necessary for the required amount of the guaranty. The contract time for purposes of fixing the completion date, default and liquidated damages shall be stated on the award document.

H. Insurance: The Purchaser shall furnish the RECO, or his/her designated representative, prior to being issued the Notice to Proceed, a certificate of insurance as evidence of the existence of the following insurance coverage in amounts not less than the amounts specified below. This insurance must be maintained during the entire period of this Contract. The certificate of insurance shall provide for a thirty-day written notice to the Government by the insurance company prior to cancellation or material change in policy coverage.

Comprehensive General Liability: \$500,000 per occurrence

Automobile Liability: \$200,000 per person; \$500,000 per occurrence for bodily injury, \$20,000 per occurrence for property damage.

Worker's Compensation: As required by federal and state worker's compensation and occupational disease statutes.

Employer's Liability Coverage: \$100,000, except in state where worker's compensation may not be written by private carriers.

Other: As required by applicable state law.

I. Payment: Payments shall be made by certified check, cashier's check, bank draft, postal or express money order, payable to the Treasurer of the United States. Failure to remit the required payments in a timely manner will result in a stop work order for all work being done under this Contract. No time lost due to such stop-order shall be made the subject of a claim for a time extension or excess costs or damages to the Purchaser.

J. Transfer of Ownership: All standing timber designated for removal or wood products included in this Contract shall remain the property of the Government, until the same are removed from Government property.

K. Contract Closure: The RECO shall give appropriate written notice to the Purchaser when the Purchaser has complied with the terms of this Contract.

1. Settlement: If obligations of the Purchaser have not been fully discharged by the Expiration Date or extension thereto of this Contract, any money advanced or deposited hereunder shall be retained to be applied toward unfulfilled obligations of the Purchaser without prejudice to any other rights or remedies of the Government.

L. Form 114C Modifications and Supplement:

1. Delivery and Removal of Property Clause 7, Title, is hereby modified as follows:
 - a. Title to the timber in each tract as defined in the specification shall vest in the Purchaser as and when full and final payment for the timber in each tract is made and severance from the soil of such timber is accomplished and removed from Government property in accordance with Paragraph K above. The Purchaser shall remove the property at his expense.

II. CLAUSES

A. Changes: The RECO may, at any time, by written order, and without notice to the sureties, make changes in the maps and/or specifications of this Contract, if within its general scope. If such changes cause an increase or decrease in the Purchaser's time required for performance of this Contract, an equitable adjustment shall be made and the contract modified in writing accordingly. Any claim of the Purchaser for adjustment under this clause must be asserted in writing within 30 days from the date of receipt by the Purchaser of the notification of change unless the RECO grants a further period of time. If the parties fail to agree upon the adjustment to be made, the dispute shall be determined as provided in paragraph II. B., Disputes, below. Nothing provided in this clause shall excuse the Purchaser from proceeding with the prosecution of the work as changed.

B. Disputes:

1. Resolution of Disputes: Except as otherwise provided in the Invitation, any dispute concerning a question of fact arising under this contract which is not disposed of by agreement shall be decided by the RECO, who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to the Purchaser. The decision of the RECO shall be final and conclusive unless within 30 calendar days from the date of receipt of such copy, the Purchaser mails or otherwise furnishes to the RECO a written appeal addressed to the Commander of the respective Facilities Engineering Center (FEC). The decision of the FEC Commanding Officer, or his duly authorized representative, for the determination of such appeals shall be final and conclusive. In connection with any appeal proceeding under this clause, the Purchaser shall be afforded an opportunity to be heard and to offer evidence in support of his appeal. Pending final decision of dispute hereunder, the Purchaser shall proceed diligently with the performance of the contract and in accordance with the RECO's decision.

C. Warranties: The Government does not make any guaranty or warranty, express or implied, as to the quantity, quality, character or condition, size or kinds of timber, or that the same are in condition or fit to be used for the purpose for which intended. The property is offered for sale on an "as is" and "where is" basis.

D. Failure to Perform. In the event the Purchaser fails to make payment, or fails to remove the property, and fails to cure a default within the time allowed by the notice given by the RECO, the Purchaser will lose all right, title and interest which he might otherwise have acquired in and to the property as to which the default occurred.

The failure of the Government to insist, in one or more instances, upon the performance of any term of this Contract is not a waiver of the Government's right to future performance of such term, and the Purchaser's obligation for

future performance of such term shall continue in effect. Upon receipt of a written notice of failure to perform, title to timber shall not vest to the Purchaser under this Contract, except for timber that has been removed from Government property. The Purchaser and its sureties shall be liable for any damage to the Government resulting from the Purchaser's refusal or failure to perform any term of this contract, whether or not the Purchaser's right to proceed with work is terminated.

E. Damage to Government Property. In the event of damage, including damage by contamination, to any Government property by the Purchaser, his officers, agents, servants, employees, subcontractors, licensees or invitees, the Purchaser, at the election of the Government, shall promptly repair, replace, clean-up, or make monetary compensation for the repair, replacement, or clean-up of such property to the satisfaction of the Government. The following structures and features constituting Government property may be located within and adjacent to the timber sale area: underground utilities, monitoring wells, black-topped roads, gravel roads, buildings, fences, above ground fuel tanks, underground fuel tanks, pipelines, antennas, culverts, canals, ditches, wetlands, agricultural fields, and debris piles. This list is not intended to be inclusive, and damage to any Government property, is covered by this provision. The purchaser is responsible for locating and properly labelling any of the aforementioned structures and/or features to avoid any such damage.

F. Additional Rights of Government: The rights of the United States Government in the event of default or non-performance, as provided for herein, shall not be exclusive but shall be in addition to any other rights it may have at law or in equity to claim for expenses or damages incurred by the Government because of such default or failure in performance.

G. Termination for Convenience of the Government: The RECO, by written notice, may terminate this Contract, in whole or in part, when it is in the Government's interest. Upon receipt of the termination notice, title to timber that has been severed from the stump but not removed from Government property shall transfer from the Government to the Purchaser. Under this clause, the Purchaser shall have ten (10) working days to remove the severed timber from Government property and shall be responsible for payment of such timber severed from the stump.

If this contract is terminated, Purchaser's remedy is limited to recovery of out-of-pocket expenses upon receipt of evidence as required by the Government. These expenses shall not include lost profits, attorney's fees, replacement cost of timber, or anticipatory losses.

H. Sub-Contractors: The Purchaser shall also furnish a certificate of insurance as evidence of the existence of such coverage for all subcontractors who will

work on the job. This certificate shall be furnished not less than five days before such subcontractor enters Government premises.

- I. Equal Opportunity.** In connection with the performance of work under this Contract, the Purchaser agrees not to discriminate against any employee or applicant for employment because of sex, race, religion, color, or national origin. The aforesaid provision shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- J. Inspection:** The Purchaser, his employees, subcontractors and their employees shall conduct all activities in a safe and professional manner at all times. The above mentioned persons shall at all times cooperate in making it possible for the RECO or his representative to safely and economically scale, inspect the cutting, logging, or other activity of the Purchaser and to conduct their official duties in the sale area and vicinity.

K. Gratuities:

(1) The Government may, by written notice to the Purchaser, terminate the right of the Purchaser to proceed under this contract if it is found, after notice and hearing, by the Secretary of the Navy or his duly authorized representative, that gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by the Purchaser, or any agent or representative of the Purchaser, to any officer or employee of the Government with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performing of such contract; provided that the existence of the facts upon which the Secretary or his duly authorized representative makes such findings shall be in issue and may be reviewed in any competent court.

(2) In the event this contract is terminated, the Government shall be entitled (i) to pursue the same remedies against the Purchaser, and (ii) as a penalty, in addition to any other damages to which it may be entitled by law, the exemplary damages in an amount (as determined by the Secretary or his duly authorized representative) which shall be not less than three nor more than ten times the costs incurred by the Purchaser in providing any such gratuities to any such officer or employee.

The rights and remedies of the Government provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

L. Installation Regulations: The Purchaser shall comply with all installation regulations. The Purchaser shall be notified of such regulations at the Pre-Harvest Conference, and any other time thereafter if necessary. The Purchaser shall allocate time to obtain installation identification passes for all personnel. A list of personnel names, social security numbers, and dates of birth shall be required. In addition, personnel entering the installation with privately owned vehicles shall be required to register their vehicles with installation security.

1. Gate Access:

(a) Commercial Trucks: Purchaser shall be restricted to use the following gates: Main Gate, Triangle Outpost Gate, and Sneads Ferry Gate.

(b) Non-commercial Vehicles: Private vehicles will be permitted to use the following gates: Main Gate, Triangle Outpost Gate, Sneads Ferry Gate and Piney Green Gate.

(c) All visitors must pick-up visitor passes at the Visitors Center located at the Main Gate. All employees must possess a valid driver's license or other Government issued picture ID.

2. Citizenship: No employee or representative of the Purchaser shall be admitted to the timber sale area unless he furnishes satisfactory proof that he is a citizen of the United States or if an alien, proof of legal United States residency. The Purchaser shall provide, in writing, and without cost to the Government, all information concerning identification and citizenship of the employees. The US Citizenship and Immigration Services (USCIS) has the authority to enter Navy shore installations, without delay and at reasonable times, to conduct routine citizenship investigations.

3. Security Requirements: All persons applying for admittance to installations must have picture identification in their possession at the time of application. The Purchaser agrees to comply with the security regulations of the installation including search of personnel or vehicles, when conditions so require.

4. Working Hours: Except as may otherwise be specified, all work shall be performed during regular daylight hours.

5. Prohibition of Smoking: Smoking is allowed in designated areas only.

6. **Prohibition of Firearms, Explosives, and Pyrotechnic Devices:** Firearms, explosives, and pyrotechnic devices are prohibited on Government property.
7. **Prohibition of Alcohol and Illegal Substances:** Possession or drinking of intoxicating beverages, or possession or use of illegal substances, is not permitted. Persons determined to be under the influence of alcohol or illegal substances will not be permitted onto Government property and will be banned from future entry.
8. **Prohibition of Hunting, Trapping, and Fishing:** The Purchaser is prohibited from hunting, trapping, or fishing on Government property.

M. Protection of Cultural Resources: Locations of known or prehistoric sites, buildings, objects, and properties related to American history, architecture, archaeology and culture, such as settler or Indian artifacts, protected by American Antiquities Act of 1906 (16 USC 431-433), National Historic Preservation Act of 1966 (16 U.S.C. § 470 et. seq.), and the Archeological Resources Protection Act of 1979 (PL 96-95 and 16 U.S.C. § 470aa-mm) shall be identified within the proposed sale area by the Government Technical Representative. The RECO may unilaterally modify or cancel this contract to protect an area, objects of antiquity, artifact, or similar object which is or may be entitled to protection under these Acts regardless of when the area, object, or artifact is discovered or identified. Discovery of such areas or objects by either party shall be promptly reported to the other party. Purchaser shall protect all known and identified historic or prehistoric sites, buildings, sites, objects and properties related to American history, architecture, archaeology, and culture against destruction, obliteration, removal, or damage during Purchaser's operations. Purchaser shall bear all costs of restoration, provided that such payment shall not relieve Purchaser from civil or criminal remedies otherwise provided by law.

N. Protection of Endangered Species: Areas harboring endangered species will be identified as "OFF LIMITS" Areas. The Purchaser and Government will post "OFF LIMITS" signs in the buffer zone adjacent to endangered species habitat or mark the area in (color) paint prior to logging operations. Violation of off limits area(s) may result in termination of the contract and bar the purchaser/logger from operating on Base in the future and/or be subject to prosecution under Section 9, Public Law 93205, the Endangered Species Act of 1973.

NO LOGGING OR RELATED ACTIVITY WITHIN 200 FEET: No logging or related activity will be permitted within 200 feet of a red cockaded woodpecker cavity tree between 1 April and 1 August. **Additionally, no logging or related activity will be permitted within 50 feet of a red cockaded woodpecker cavity tree at any time.** In the event a red cockaded woodpecker cavity(s) is/are

discovered within the sale area or the vicinity of the sale area, the above logging restrictions shall be applicable for each cavity tree.

O. Containment of Hazardous Materials and Wastes: The Purchaser is required to contain, clean, and report all spills of hazardous materials. The Purchaser shall notify the RECO within 4 hours, providing all relevant facts and circumstances. No hazardous substance may be discharged onto the ground or into the streams and surface waters. This includes all petroleum products, waste oil and lubricants (POL's). Any repair or maintenance which could result in leakage or spillage of POL's or any hazardous substance must be done in such a manner as to prevent it from entering any ditches, streams, or natural drainage. Used POL's and other hazardous material will be containerized and removed from the Base by the Purchaser. The Government may request from the Purchaser a more detailed written description of these facts and circumstances within a time period specified by the Government. The Purchaser shall bear cost of clean-up of all spillage.

P. Export Restrictions: Timber sale contracts occurring west of the 100th Meridian of Longitude are subject to the Forest Resources Conservation and Shortage Relief Act of 1990 (P.L. 101-382:10 Stat. 714-726; 16 U.S.C. 620 et. seq.). Export restrictions are as follows:

1. QUARANTINE FOR IMPORTED FIRE ANTS (CLNC 4/82)

All Onslow, Jones, and Carteret Counties and portions of Duplin and Craven Counties have been declared a generally infested area by the United States Department of Agriculture for the imported fire ant. Compliance with the quarantine regulations established by this authority as set forth in USDA Quarantine No. 81 dated 9 October 1970, and USDA Publication 301.81-2A of 23 July 1976, is required for operations hereunder.

- a. Quarantine Applies To Materials Originating From Camp Lejeune: The quarantine applies to materials originating from Camp Lejeune and the Marine Corps Air Station, New River, which are to be transported outside the Onslow County or adjacent suppression areas.
- b. Certification Is Required For The Following Articles: Certification is required for the following articles and they shall not be moved from the reservation to any point outside the Onslow Country and adjacent designated areas unless accompanied by a valid inspection certificate issued by an officer of the Plant Protection and Quarantine Program, USDS:
 1. Bulk soil
 2. Used mechanized soil-moving equipment
 3. Any other products, articles, or means of conveyance if it is determined by an inspector that they present a hazard of

spread of the imported fire ant and the person in possession thereof has been so notified.

- c. **Authorization For Movement Of Equipment Outside Regulated Area:** Authorization for movement of equipment outside the imported fireant regulated area shall be obtained from USDA, APHIS, PPQ, Box 28, Goldsboro, North Carolina 28533-0028, Attn: Mr. Patrick Dubois, Safeguard Specialist, at telephone (919) 583-0033, Extension 2. Requests for inspection shall be made at least two days in advance of the date of movement to permit arrangements for the services of authorized inspectors. The equipment shall be prepared and assembled so that it may be readily inspected. All soil on or attached to equipment, supplies and materials shall be removed by washing with water and/or such other means as necessary to accomplish complete removal. Resulting spoil shall be wasted as directed.

III. PERFORMANCE SPECIFICATIONS

A. Cutting & Utilization

1. **Order of Logging:** Within the sale area, operations must proceed in an orderly manner, which will lend itself to daily Government inspection. Logging operations shall be permitted in no more than two cutting units at any one time. As operations are completed in one of the two sale areas chosen by the Purchaser, only then will commencement of logging operations proceed to the next sale area. Completed logging units will be jointly inspected by the Purchaser's representative and the RECO, or their designee.
2. **Cutting:** Trees to be cut will be designated by the Government Technical Representative. Stump or stump splinter height of cut trees shall not exceed one (1) foot or be less than four (4) inches from the surface of the ground on all sides. No trees with blue and/or white shall be cut without permission of the RECO or the Government Technical Representative. All merchantable trees shall be limbed and topped before skidding and stacked at the logging deck during the harvesting operation. Directional felling will be used at all times and feller-bunching machines shall be used in those stands designated on the logging area map.
3. **Establishment of Temporary Facilities and Roads:** The construction of roads, temporary structures, logging decks, or other improvements for the logging of the timber, except for sawmills, will be permitted provided that the plans, locations and arrangements for removal, if necessary, are approved in advance by the Government Technical Representative. Temporary structures for sanitation purposes must be approved by the Government Technical Representative in writing. The Purchaser shall leave and enter main roads at designated places in order to protect seeded

road shoulders and to use secondary existing roads and turnoffs where available. When secondary roads or turnoffs are not available and grassed road shoulders must be used for access, all possible precautions shall be used to prevent damage and an unsightly situation. Damage to roads, road shoulders whether grassed or dirt, seeded areas such as wildlife openings, bridges, fences, or other improvements shall be repaired by the Purchaser so as to restore the areas to the condition which existed before use. All protective measures such as gravel for haul and skid roads or road shoulders shall be performed by the Purchaser before damage becomes severe or unsightly without cost to the Government. All roads must be kept clean and passable to two-wheel drive vehicles at all times. Ingress to the sale area to be cut shall be directly from a road and then up and down the area to be cut insofar as possible. Egress shall follow the reverse procedure.

(a) Purchasers will not use woods haul roads or wheel-skidder trails during periods of wet weather when trails and roads are likely to be rutted to a depth greater than 0.3 feet measured perpendicular to direction of travel, or at the discretion of the Government Technical Representative. The RECO, or their designee, may, at his option, order a stoppage of skidding or hauling on woods trails or wood roads. Any work stoppage ordered by the Government Technical Representative shall be furnished to the Purchaser in writing and the completion date may be extended by the number of days affected by the work stoppage.

(b) The use of tracked equipment having a blade or frame wider than the width of the tracks is restricted to:

(1) Maintenance of established trails currently graded and maintained by the Base.

(2) Construction and maintenance of necessary new haul roads as approved by the Government Technical Representative.

(3) Assistance of disabled vehicles.

(4) Within the limits of designated areas to be cut only for felling trees, with no other use being permitted without prior approval.

4. Unauthorized Removal of or Damage to Standing Timber: All trees cut by the Purchaser outside of designated areas shall be paid for by the Purchaser at the established contract prices. In addition, a penalty of double stumpage and/or \$50 per tree may be charged at the

discretion of the Government Technical Representative. All trees excessively damaged by the Purchaser outside the timber sale areas shall be paid for by the Purchaser at *{rate to be determined by value of timber within sale area}*. Damage is defined as injury to living crown, bole, or roots of trees resulting in a wound greater than 28 square inches in size. Such timber will be tallied and the volume determined by the Government.

Unauthorized cutting, at the discretion of the RECO, may result in termination of the contract. The Government Technical Representative shall make the determination of excessive damage. If directed by the Government Technical Representative, the damaged trees shall be harvested.

a. Excessive Damage Penalties: The harvesting of timber shall be accomplished with the use of conventional logging equipment and the application of standard forestry practices currently in use in this area, and in a manner, which will minimize the damage to young growth and other uncut timber. Crawler tractors used in skidding logs may not be equipped with a blade in intermediate (thinning) cut areas without the written approval of the RECO. No unmarked tree shall be cut, except that unmarked trees which are badly damaged shall be cut if required by the RECO. If the Purchaser or his employees cause Excessive Damage to unmarked trees, the Purchaser shall be penalized at the rate of:

\$15.00 for each negligently damaged small round wood tree

\$35.00 for each negligently damaged saw timber tree

\$50.00 for each unauthorized removal of undesignated timber

\$7500.00 for each identified red-cockaded woodpecker cavity tree. Cavity may be in any stage of development. (This fine is in addition to possible prosecution under Section 9, Public Law 93205, The Endangered Species Act of 1973.)

Damage, as used herein, includes injury to the living crown, bole or roots of undesignated trees. If areas are marked on the ground around such trees, operation of heavy equipment or skidding of products within said area shall be considered to be damage to the trees.

If designated, Purchaser shall remove such damaged or cut timber. By agreement and in accordance with the paragraph entitled "Designation Changes," individual trees designated for cutting in

the vicinity of an undesignated tree(s) may be left standing if felling or skidding of such designated tree(s) would endanger the undesignated tree(s).

5. Uncut Designated Trees: Where failure to cut designated merchantable timber on a sale area is likely to cause substantial silvicultural or other damage to the Government, liquidated damages for each designated tree uncut is \$50.00 per tree.

B. Removal of Temporary Facilities and Sanitation Clean-up:

1. Temporary Facility Removal: When temporary structures or other improvements are moved to another location or are abandoned, the Purchaser shall dispose of all abandoned structures and debris off Government property, and except for slash, shall clean up the site. Upon completion of the work, the Purchaser shall remove his plant, tools, materials, and other articles from the property of the Government.
2. Sanitation and Clean-up: Adequate sanitation conveniences of an approved type, properly secluded from public observation, shall be constructed and maintained in an approved manner for use of persons employed by the Purchaser. All temporary structures for sanitation purposes must be approved by the Government Technical Representative in writing. The temporary structures and the sale area shall be maintained in a clean and sanitary condition at all times and rubbish, litter, or any other type refuse except for logging slash shall be collected and removed from the Installation, or disposed of at the Installation Sanitary Landfill or other site approved by the RECO. After completion of the work and before movement to another location, the Purchaser shall remove all temporary structures and dispose of all rubbish, litter, and refuse in the manner previously described.

- C. Slash Disposal and Treatment:** All logging slash shall be removed a distance of twenty-five (25) feet from all designated roads, trails, fences, bridges, culverts, drainage ways, ditches and other structures. All tops and timber not utilized shall be lopped three (3) feet or less above ground. Lopping will be done as the cutting progresses. No tops will be left against standing timber. Woods roads, paths, logging trails and fire breaks will be clean and passable at all times. No timber slash or refuse shall be left on the right-of-way of any communication line, power line, gas line, or any utility right-of-way. Slash shall be removed for a distance of 100 feet around the exterior of all magazines and buildings and in no case will slash be left in the mowed area around any structure even though the width of the mowed area is in excess of 100 feet.

D. Protection of Streams, SMZ's, Wet Soils, Soil Erosion/Damage (Best Management Practices):

1. Protection of Streams, Streamside Areas, and Other Water Bodies: For all logging operation activities, including the construction of roads and other facilities, damage to stream courses, marshes, water bodies, ditches, and stream-sides is strictly prohibited per Army Corps of Engineer and applicable State Water Quality regulations. Logs shall not be hauled, skidded, or yarded in or across any stream course or ditch without prior approval of the RECO. Stream courses and drain ditches shall be left clear of logs, chunks, and debris resulting from operations under this contract. By submitting a bid, the Purchaser certifies it shall comply with and implement Forestry Best Management Practices (BMPs) for Water Quality for the state in which the timber sale occurs. Copies of best management practices can be obtained from individual state forestry offices.
2. Prevention and Control of Soil Erosion and Soil Damage: The Purchaser shall exercise all reasonable precautions to prevent excessive soil damage, which may cause serious erosion, compaction, or rutting problems. The use of low ground pressure logging equipment (defined as exerting 7.5 psi or less ground pressure) is encouraged to minimize any damage, especially on excessively wet soils subject to serious damage from logging operations. If significant rutting occurs, interruptions of logging operations may become necessary from time-to-time during the contract period. The RECO will notify the Purchaser when these conditions exist. Significant rutting is defined for the purposes of this contract as ruts greater than 0.3 foot in depth measured at 90 degrees to the direction of travel, or at the discretion of the Government Technical Representative.
3. Canal and Ditch Crossings. Temporary bridges or pole bridges may be used to cross ditches only after receiving prior approval from the Government Technical Representative. All operations, including the construction of roads, and other facilities, shall be conducted in a manner to minimize damage to ditches, canals, and wetlands. Logs shall not be hauled, skidded, or yarded in or across any ditch, canal, or wetland without prior approval from the Government Technical Representative.
4. Wet Soils. The Government reserves the right to temporarily suspend harvesting operations due to wet soils. Wet soils are defined as those at Field Capacity or greater moisture content or where significant rutting occurs.

- E. Pre-Harvest Conference.** Prior to commencing work, the Purchaser shall meet with the Government Technical Representative, at a time to be determined by the RECO to discuss and develop mutual understanding relative to scheduling and administering the work. No work may proceed until the official Notice to Proceed is issued. Access issues and log landing areas will be finalized at this time. The Purchaser shall submit a performance bond and a current insurance certificate to the Government Technical Representative at the pre-work conference. The Purchaser and the Government Technical Representative shall sign the minutes of this meeting, prepared by the Government. Should the Purchaser not concur with the minutes, the Purchaser shall state in writing to the RECO any areas of disagreement within five (5) days. Upon receipt of the Purchaser's written statement, the RECO will meet with the Purchaser and Government Technical Representative to resolve the issue(s) of disagreement.
- F. Performance Evaluation Meetings.** The Purchaser shall meet with the Government Technical Representative weekly during the first month after harvesting begins. Thereafter, meetings shall be as often as necessary at the discretion of the Government Technical Representative, but no less than monthly. A mutual effort shall be made to resolve all problems identified. The Purchaser and the Government Technical Representative shall sign the minutes of these meetings, prepared by the Government. Should the Purchaser not concur with the minutes, the Purchaser shall state in writing to the RECO any areas of disagreement within five (5) days. Upon receipt of the Purchaser's written statement, the RECO shall meet with the Purchaser and the Government Technical Representative to resolve the issue(s) of disagreement.
- G. Logging Operations:** The following management practices have been adopted in order to reduce damage to standing timber, and to reduce soil movement, and to ensure a continuous supply of quality timber. The following will be strictly enforced:
1. The location and number of log yards (or decks) and main skid trails (the logging plan) must be approved by the Government Technical Representative prior to logging.
 2. The Purchaser shall repair all skid trails, log roads, and log yards immediately upon completion of logging operations on a cutting unit.
 3. Logging during periods of high soil moisture when soil damage or significant rutting is likely to occur will not be allowed.
- H. Access Points and Designated Haul Routes:** Access to the sale area shall be by the designated haul route roads as identified in on the attached sketches. The Purchaser and contract haulers shall clean up and remove daily any dirt,

mud, rocks, bark or other debris dropped on paved roads. At the conclusion of logging operations, all roads must be repaired to the condition that existed prior to the timber sale. At the conclusion of logging operations, spurs within the sale areas will be cleared of all debris and harrowed to a smooth and level surface. Access locations and procedures will be discussed at the Pre-Work Conference. The Purchaser shall implement Best Management Practices (BMPs) to minimize dirt, mud, and other debris from accumulating on installation paved access roads and public roads as a result of log truck operations.

I. Log Loading Decks and Skidding: Logging decks shall be at locations approved in advance by the RECO or their designee. Tree length skidding will be permitted, but it is preferred that limbs and unmerchantable tops be removed where trees are felled, unless a delimbing gate is used. Delimbing gates will be permitted, but if utilized, limbs and unmerchantable tops shall be removed and scattered in the sale area. Upon completion of work at each loading deck, any unmerchantable material remaining shall be removed from the deck and scattered in the immediate area to reduce or eliminate the visual impact and facilitate prescribed burning. The pattern of “herring bone” skid trails for timber removal will be permitted to facilitate logging operations and reduce damage to residual trees. No skidding shall be done on any maintained road or pavement without approval from the RECO. Skidding and/or decking and loading will not be allowed on existing paved roads or roadside areas.

J. Tree Paint and Equipment:

1. The Purchaser and any of his employees whose collateral duties require them to have paint or equipment for painting in their possession may bring such on the installation provided it is kept under lock and key at all times.
2. The Purchaser, subcontractors, agents, servants and employees are prohibited from using timber marking equipment or paint at any location on the Base, other than deck sites within the sale area. Any violation hereunder shall make the contract, at the option of the RECO, subject to immediate termination.

K. Emergency Removal of Timber in the Event of Disaster Conditions: In the event of a disaster, e.g. hurricane, major fire, or tornado, the Contractor shall upon notification by the RECO or the Government Technical Representative, proceed as soon as possible to remove designated merchantable timber. The Contractor shall pay for such timber by weight, based on weight receipts from certified weighing stations, in the amount of 80% of the unit prices established in this contract.

IV. GOVERNMENTAL SAFETY REQUIREMENTS

A. PART 1: General

1. References:

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

U.S. Army Corps of Engineers (USACE)
EM 385-1-1 (2008) Safety and Health Requirements Manual

U.S. National Archives and Records Administration (NARA)

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| 29 CFR 1910 | Occupational Safety and Health Standards |
| 29 CFR 1910.266 | Logging Operations |
| 29 CFR 1910.147 | Equipment Lock-out/Tag-out Standards |
| 29 CFR 1910.1200 | Hazardous Communication Standards |
| 29 CFR 1926.500 | Fall Protection |

2. Submittals:

SD-01 Pre-work Submittals
Accident Prevention Plan (APP)
Activity Hazard Analysis (AHA)
Letter of Competent Foreman Designation

Proof of Training:
First Aid and CPR
Logging Certification (by State)

Submit reports as their incidence occurs, in accordance with the requirements of the paragraph entitled, "Reports."

Accident Reports
SD-07 Certificates
Hot work permit

3. Requirements

In addition to the detailed requirements included in the provisions of this contract, comply with USACE EM 385-1-1, Section 5 (Personal Protective and Safety Equipment), Section 13 (Hand and Power Tools), and Section 31 (Tree Maintenance and Removal), as well as federal, state, and local regulations.

4. Site Qualifications, Duties, and Meetings

a. Personnel Qualifications

(1) Site Safety and Health Officer (SSHO)

- (a) Provide a site Safety and Health Officer (SSHO) at the work site at all times to perform safety and occupational health management, surveillance, inspections, and safety enforcement for the Purchaser. Meet the following requirements:
- (b) State Certified Logger or Equivalent in Applicable State and First Aid and CPR Certification.

b. Personnel Duties

(1) Site Safety and Health Officer (SSHO)

- (a) Conduct daily safety and health inspections and maintain a written log which includes area/operation inspected, date of inspection, identified hazards, recommended corrective actions, estimated and actual dates of corrections.
- (b) Conduct mishap investigations and complete required reports.
- (c) Maintain applicable safety reference material on the job site.
- (d) Attend the pre-work meetings and periodic in-progress meetings.
- (e) Implement /enforce accepted APP& AHAs.
- (f) Ensure compliance with safety and health requirements. Failure to perform the above duties may result in a project work stoppage. The project work stoppage will remain in effect until deficiencies are corrected and approval is granted by the Government Technical Representative for resumption of work.

c. Meetings

(1) Pre-work Safety Conference

- (a) Purchaser representatives who have a responsibility or significant role in accident prevention on the project shall attend the pre-work conference. This includes the project superintendent, site safety and health officer, quality control supervisor, or any other assigned safety and health professionals who participated in the development of the APP, the Activity Hazard Analyses (AHAs) and special plans, program and procedures associated with it.
- (b) Discuss the details of the submitted APP to include incorporated plans, programs, procedures and a listing of anticipated AHAs that will be developed and implemented during the performance of the contract. This list of proposed AHAs will be reviewed at the conference and an agreement will be reached between the Purchaser and the RECO's representative as to which phases will require an analysis. In addition, establish a schedule for the preparation, submittal, review, and acceptance of AHAs to preclude project delays.
- (c) Deficiencies in the submitted APP will be brought to the attention of the Purchaser at the pre-work conference, and the Purchaser shall revise the plan to correct deficiencies and re-submit it for acceptance. Do not begin work until there is an accepted APP.

(2) Safety Meetings

Conduct and document meetings as required by EM 385-1-1. Attach minutes showing contract title, signatures of attendees and a list of topics discussed.

5. Accident Prevention Plan (APP)

Use a qualified person to prepare the written site-specific APP. Prepare the APP in accordance with the format and requirements of USACE EM 385-1-1 and as supplemented herein. Cover all paragraph and subparagraph elements in USACE EM 385-1-1, Appendix A, "Minimum Basic Outline for Accident Prevention Plan." Specific requirements for some of the APP

elements are described below. The APP shall be job-specific and address any unusual or unique aspects of the project or activity for which it is written. The APP shall interface with the Purchaser's overall safety and health program. Include any portions of the Purchaser's overall safety and health program referenced in the APP in the applicable APP element and made site-specific. The Government considers the Purchaser to be the controlling authority for all work site safety and health of the subcontractors. Purchaser is responsible for informing their subcontractors of the safety provisions under the terms of the contract and the penalties for noncompliance and for coordinating logging operations. The APP shall be signed by the Purchaser and the designated site safety and health officer.

Submit the APP to the RECO prior to the date of the pre-work conference for acceptance. Work cannot proceed without an accepted APP.

Once accepted by the RECO, the APP and attachments will be enforced as part of the contract. Disregarding the provisions of this contract or the accepted APP will be cause for stopping of work, at the discretion of the RECO, until the matter has been rectified.

Once work begins, changes to the accepted APP may be made only with the knowledge and concurrence of the RECO, Government Technical Representative and SSHO. Should any hazard become evident, stop work in the area, secure the area, and develop a plan to remove the hazard. Notify the designated RECO within 24 hours of discovery. Eliminate/remove the hazard. In the interim, take all necessary action to restore and maintain safe working conditions in order to safeguard onsite personnel (as defined by ASSE/SAFE A10.34) and the environment.

Copies of the accepted plan will be maintained at the RECO's office and at the job site. Continuously review and amend the APP, as necessary, throughout the life of the contract. Incorporate unusual or high-hazard activities not identified in the original APP as they are discovered.

6. Activity Hazard Analysis (AHA)

The Activity Hazard Analysis (AHA) format shall be in accordance with USACE EM 385-1-1. Submit the AHA for review prior to the start of each phase. The Purchaser shall format subsequent AHAs as amendments to the APP. The analysis should be used during daily inspections to ensure the implementation and effectiveness of the Purchaser's safety and health controls.

The AHA list will be reviewed periodically at Purchaser safety meetings and updated as necessary when procedures, scheduling or hazards change.

Develop the activity hazard analyses using the project schedule as the basis for the activities performed. Any activities listed on the project schedule will require an AHA. The AHAs will be developed by the Purchaser or subcontractor and provided to the Purchaser for submittal to the RECO.

7. Site Safety Reference Materials

Maintain safety-related references applicable to the project, including those listed in paragraph IV.A.1, hereto, "References." Maintain applicable equipment manufacturer's manuals.

8. Reports

a. Accident Reports

Purchaser will conduct an accident investigation for recordable injuries and illnesses, and for accidents resulting in property damages of \$2,000 or more to establish the root cause(s) of the accident. Complete the Navy Contractor Significant Incident Report (CSIR) and provide the report to the designated RECO within 24 hours of the accident. The RECO will provide copies of any required or special forms.

b. Accident Notification

Notify the RECO as soon as practical, but not later than four hours, after any accident meeting the definition of Recordable Injuries or Illnesses or High Visibility Accidents, property damage equal to or greater than \$2,000. Within notification include Purchaser's name; contract title; type of contract; name of activity, installation or location where accident occurred; date and time of accident; names of personnel injured; extent of property damage, if any; extent of injury, if known, and brief description of accident, to include type

of equipment used, PPE used, etc. Preserve the conditions and evidence on the accident site until the Government investigation team arrives on-site and Government investigation is conducted.

UFGS-01 35 26 defines "Recordable accidents and injuries" as any work-related injury or illness that results in:

- (1) Death, regardless of the time between the injury and death, or the length of the illness;
- (2) Days away from work (any time lost after day of injury/illness onset);
- (3) Restricted work;
- (4) Transfer to another job;
- (5) Medical treatment beyond first aid;
- (6) Loss of consciousness; or
- (7) A significant injury or illness diagnosed by a physician or other licensed health care professional, even if it did not result in (1) through (6) above.

9. Hot Work

Obtain a written permit prior to performing "Hot Work" (welding, cutting, etc.) or operating other flame-producing/spark producing devices, from the base fire department. **Purchasers are required to meet all conditions before a permit is issued.** The Purchaser will provide at least two (2) twenty (20) pound 4A:20 BC rated extinguishers for normal "Hot Work". All extinguishers shall be current inspection tagged, approved safety pin and tamper resistant seal. It is also mandatory to have a designated **Fire Watch** for any "Hot Work" done at this activity. The Fire Watch shall be trained and remain on-site for a minimum of 30 minutes after completion of the task or as specified on the hot work permit.

B. PART 2: Execution

1. Logging Operations

Comply with USACE EM 385-1-1, the APP, the AHA, Federal and/or State OSHA regulations and other related submittals and activity fire and safety regulations. The most stringent standard prevails.

2. Pre-Outage Coordination Meeting

Purchasers are required to apply for utility outages at least 15 days in advance. As a minimum, the request should include the location of the outage, utilities being affected, duration of outage and any necessary sketches. Special requirements for electrical outage requests are contained elsewhere in this specification section. Once approved, and prior to beginning work on the utility system requiring shut down, attend a pre-outage coordination meeting with the RECO and Government Technical Representative to review the scope of work and the lock-out/tag-out procedures for worker protection.

3. Logging and Forestry Equipment

- a. Forestry equipment shall be maintained in a safe manner and inspected daily for hydraulic fluid and fuel and oil leaks and to ensure proper operation.
- b. Leaks on equipment shall be promptly addressed by Purchaser to avoid contact with soil and surrounding area and to reduce wildfire hazards.
- c. When leaks do contact soil, proper measures will be taken to mitigate damage. Such measures include, but are not limited to, collection of contaminated soil, capture of spilled material, and removal of leaking equipment.
- d. Failure to comply with the above regulations will result in a work stoppage and possible suspension from the base.
- e. Inspect, maintain, and recharge portable fire extinguishers as specified in NFPA 10, Standard for Portable Fire Extinguishers.
- f. All employees must keep clear of loads about to be lifted and of suspended loads.

REFERENCE CITATIONS:
UFGS GOVERNMENTAL SAFETY REQUIREMENTS
SECTION 01 35 26
AS AMENDED TO APPLY TO LOGGING OPERATIONS

- A. Part 1: General
 - 1. References (1.1)
 - 2. Submittals (1.2)
 - 3. Regulatory Requirements (1.5)
 - 4. Site Qualifications, Duties and Meetings (1.6)
 - a. Personnel Qualifications (1.6.1 – as amended for logging operations)
 - (1) Site Safety and Health Officer (SSHO): (1.6.1.1)
 - b. Personnel Duties (1.6.2)
 - (1) Site Safety and Health Officer (SSHO): (1.6.2.1)
 - c. Meetings (1.6.3)
 - (1) Pre-Work Safety Conference (1.6.3.1)
 - (2) Safety Meetings (1.6.3.2)
 - 5. Accident Prevention Plan (APP) (1.7)
 - 6. Activity Hazard Analysis (AHA) (1.8)
 - 7. Site Safety Reference Materials (1.10)
 - 8. Reports (1.12)
 - a. Accident Reports (1.12.1)
 - b. Accident Notification (1.12.2)
 - 9. Hot Work (1.13)

B. Part 2: Execution

1. Logging Operations (3.1)
2. Pre-Outage Coordination Meeting (3.2)
3. Logging and Forestry Equipment (3.7.1 – as amended for logging and forestry equipment)